

Exhibit B are to remain, both before and after the Closing, the exclusive responsibility of the Seller and are not assigned to the Buyer. Seller will use its best effort to procure termination of all such contract and will deliver proof of termination to Buyer prior to the Closing.

5.7 Financial Statements of Seller. The financial statements of Seller, including the financial reports to the FCC (Form 324) for the years 1987, 1988 and 1989, and the books and records and other financial information of Seller which have been shown to Buyer, are true and correct and have been prepared in accordance with generally accepted accounting principles and fairly present the current financial condition of Seller and fairly reflect the results of Seller's operations as at the date or throughout the periods indicated. Seller has had no material nonrecurring abnormal items of revenue or income during the period from December 31, 1987 to the date hereof. As of Closing, there will be no material, adverse change in the condition of Seller, financial or otherwise.

5.8 Call Letter. Seller has full and exclusive right to use of the call letter "WSJR" and "WLVC" under regulations of the Commission and the laws of the State of Maine.

5.9 Execution and Delivery. No consent or authorization other than the Commission is required on the part of Seller in connection with the execution and delivery of this Agreement.

5.10 Noncompete Warrantee. Seller acknowledges and agrees that the proprietary information it has acquired regarding the Stations will enable it to injure the Buyer if it should compete with the Stations. Therefore, Seller hereby agrees that, for a

period of five (5) years from the Closing, without the prior written consent of the Buyer, Seller or its stockholders or principals or members of their immediate family will not, directly or indirectly, engage in any business within one hundred (100) miles of either Station that provides radio broadcast or media services.

5.11 Outstanding Advertizing Contracts. Seller agrees to resolve all outstanding advertizing obligations, agreements and contracts for advertisements on the Stations scheduled beyond the Closing and to refund any advertizers for advanced payments for advertizements to be aired on the Stations if all of the scheduled advertizements are not aired prior to the Closing.

6.0 Misrepresentation. No representation or warranty by Seller in this Agreement, or exhibits thereto contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

6.1 Local Public File. Seller's Local Public Files, which will be transferred to Buyer at Closing.

6.2 No Material Change. Since October 26, 1989 the assets and business of Seller have not been materially adversely affected in any way as the result of fire, expolsion, storm, accident, strike, requisition or takeing of property by any governmental agency, flood, riot, act of God, or any other casualty, whether or not covered by insurance.

7.0 Buyer's Representations and Warranties. Buyer represents and warrants:

7.1 Buyer is a partnership duly organized, validly existing and in good standing under the laws of the state of Vermont, and at the Closing will be qualified to do business and will be in good standing under the laws of the State of Vermont.

7.2 Buyer has all necessary corporate power to execute and deliver this Agreement and to consummate the transactions provided for herein.

7.3 Neither Buyer nor any of its officers knows of any facts which will disqualify it from becoming the licensee of the Station.

8. Indemnification. Seller agrees to indemnify Buyer from any liability, loss, damage or expense arising out of, and shall hold Buyer harmless against and in respect of: All liabilities and obligations of, or claims against, Seller; and Any liability, loss, damage or deficiency resulting from or arising out of any misrepresentation, breach of warranty, or non-fulfillment of any agreement on the part of Seller under this Agreement.

9. Closing.

9.1 Definition. As used herein, the term "Closing" means the transaction under which the Seller's assets are assigned and transferred to Buyer and Buyer pays therefor, as provided in Paragraph 2 above, after the written consent by the Commission to the assignment of Station's license herein contemplated shall be granted.

9.2 Time and Place of Closing. Closing shall occur as soon as practicable following the date Commission consent to

assignment of licenses of the Stations have been granted. The Closing is hereby scheduled at the offices of Melvoc, Inc. at 11:00 a.m. on the second work day following telephone notification to the Seller of Commission approval of the transfer of the licenses, but as of 11:59 p.m. on the date of the Closing. The date, time or place of Closing may be changed by mutual agreement of Buyer and Seller.

10. Broker. Seller represents that it shall be responsible for any brokerage fees or similar commissions to New England Media, Inc. or any other broker employed in connection with this matter.

11. Termination. If the assignment of the Stations licenses contemplated herein is not authorized by Commission action within three (3) months following the date of this Agreement or if Buyer is unable to obtain sufficient debt financing to implement the technical improvements specified in its business plan for the stations, a copy of which has been provided to the Seller, this Agreement may be terminated on twenty (20) days written notice by either party, provided that if Seller elects to terminate this Agreement pursuant to the terms of this paragraph Seller shall refund Buyer all Earnest Money paid pursuant to this Agreement.

12. Remedies. It is agreed that monetary damages will not be sufficient to compensate Buyer or Seller fully for any breach by the other of its obligation hereunder, and that Buyer or Seller is and shall be entitled to specific performance or injunctive relief in the event of any such breach or prospective

breach by the other party hereto, in addition to such monetary damages and/or other relief as may be appropriate in the circumstances.

13. Risk of Loss. The risk of loss or damage to any of the assets to be transferred hereunder shall be upon Seller at all times prior to Closing.

14. Survival of Warranties. All warranties and representations shall survive the date of Closing and delivery of assets.

15. Expenses. All expenses involved in the preparation, authorization and consummation of this Agreement, shall be borne solely by the party who shall have incurred the same and the other party shall have no liability in respect thereof.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; but until the entire purchase price listed in paragraph 2 hereof has been paid, neither Buyer nor Seller may assign its interest herein without the other party's prior written consent.

17. Insurance Premiums. Buyer may at its option take over at the Closing any of the insurance issued to Seller with respect to the assets or business of Seller, and Seller agrees at Buyer's request to assign any such insurance to Buyer, provided, however, that the premiums shall be prorated as between Buyer and Seller as of the Closing.

18. Notices. Any notice or communications to Buyer shall be sent registered mail to:

Thomas B. Beardsly, General Partner
Lamoille Broadcasting and Communications General Partnership
Route 1, Box 1350
Waterbury, VT 05676

with copies to:

Benjamin Perez, Esq.
Abacus Communications Commission
1801 Columbia Road, N.W., Suite 101
Washington, D.C. 20009-2001

Any notices or communications to Seller shall be sent by register mail to:

Micheal Currier
Village Squire
59 W. Main Street
Fort Kent, Maine 04749 mpc

19. Entire Agreement. This constitutes the entire Agreement between the parties and supercedes any prior agreements or understandings. The Agreement shall be construed under Maine law. This Agreement shall not be modified except in writing duly signed by both the Seller and Buyer.

20. Captions For Convenience Only. Captions and headings used for the paragraphs and subparagraphs herein are for convenience only and are not be read as part of the Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, these presents have been signed, sealed and delivered by the parties, above-named, by their respective officers thereunto duly authorized, the day and year first above written.

ATTEST:

MELVOC, INC.

David H. Currier

By: Michael Currier
Michael Currier, President
ae
SELLER mpc

ATTEST:

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

John P. Pagalis

By: Thomas Beardsley
Thomas Beardsley, General Partner
BUYER

(E: PURCAGREE.BAR)

239

ORIGINAL

ABACUS COMMUNICATIONS COMPANY

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 101

WASHINGTON, D.C. 20009-2001

(202)462-3680

*fr
2-6-90*

January 26, 1990

RECEIVED

JAN 30 1990

Federal Communications Commission
Office of the Secretary

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

Dear Mr. Albers:

On November 22, 1989, the above referenced Applicant filed requests for authorization for assignment of its AM Radio station licenses for the above reference facilities. Attached is a minor amendments which supplements the information provided in those applications.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY: *Benjamin Perez*
Benjamin Perez, Its Attorney

Jan 31 3:45 PM '90

AMENDMENT

Melvoc, Inc. amends its FCC form 315, File No. 891122EI, Question 4, Exhibit I as follows:

Attached is a "Purchase Agreement" which supplements and effectuates the "Memorandum of Agreement" attached to my original application.

Question 6, Change the response from Exhibit No. "5" to "N/A". The Assignor owns no other broadcast properties. The referenced to "Exhibit No. 5" referred to the Assignee's other ownership interest.

I CERTIFY THAT THE ASSIGNOR'S STATEMENTS IN THIS AMENDMENT ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

SIGNED THIS 27TH DAY OF JANUARY, 1990.

NAME OF ASSIGNOR: Melvoc, Inc.

SIGNATURE: _____

Michael L. Currier

TITLE: Micheal L. Currier, President

RECEIVED

JAN 30 1990

**Federal Communications Commission
Office of the Secretary**

gr. 2/6/90
NNN
Original ✓
96-190
RECEIVED
FEB 1 - 1990
FEB 2 2 25 PM '90
AUDIO SERVICE DIVISION
Federal Communications Commission
Office of the Secretary

ABACUS COMMUNICATIONS COMPANY

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 101

WASHINGTON, D.C. 20009-2001

(202)462-3680

February 1, 1990

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

Dear Mr. Albers:

On November 22, 1989, the above referenced Applicant filed requests for authorization for assignment of its AM Radio station licenses for the above reference facilities. Attached are minor amendments from the Assignor and Assignee which supplement the information provided in those applications.

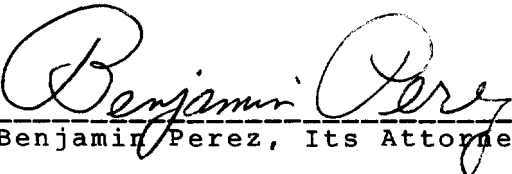
If you require further information or if there is anything I can do to help expedite a grant the requested authority, please contact the undersigned.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY:


Benjamin Perez, Its Attorney

RECEIVED

FEB 1 1990

FEB 2 2 25 PM '90

AUDIO SERVICES
DIVISIONFederal Communications Commission
Office of the Secretary

Amendment:

Melvoc, Inc. amends its FCC form 315, file # 891122 EL, as follows:

1. Correct the telephone number to (207)-834-3975.
2. Assignor certifies that the Purchase Agreement for WSJR (AM) and WLVC (AM) will comply with section 73.1150 of the Rules requiring that the assignor may retain no right of reversion of the license.

I certify that the assignor's statements in this amendment are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed this 31st day of January, 1990.

Name of signery Melvoc, Inc.

Signature: Michael P. Currier

Title: Michael P. Currier, President

RECEIVED

AMENDMENT

FEB 1 - 1990

Federal Communications Commission
Office of the Secretary

LAMOILLE BROADCASTING AND COMMUNICATIONS GENERAL PARTNERSHIP
Amends its FCC Form 315, File No. 89110251 as follows:

1. The assignee certifies that upon reinstatement of expired construction permit, BP841224AV, that it will complete construction of the facility immediately.

2. Applicant certifies that the purchase agreement for WLVC (AM) and WSJR (AM) will comply with Section 73.1150 of the Rules, regarding the licensee retaining no rights to revision of the licenses once they have been reassigned.

I certify that the assignees statements in this Amendment are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Signed this 31st day of January 1990

Name of Assignee Lamoille Broadcasting and
Communications, General Partnership

Signature

Title: Thomas B. Beardsley, General Partner

NUL 96-10

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D.C. 20554

February 8, 1990

IN REPLY REFER TO:
8910

Lamoille Broadcasting and
Communications General Partnership
RFD Box 7060
Worcester, VT 05682

Call Letters: WLVC
Date Granted: February 6, 1990
File Number(s) BAL-891122EI

NOTICE TO ASSIGNEE

Enclosed is FCC Form 732 notifying you of Commission consent to the assignment of the construction permit and/or license of the station(s) therein described. Voluntary assignments are required to be completed within sixty (60) days of the date granted.

In addition to the filing of the below mentioned FCC Form 323, you are required to immediately notify this office (8910), by letter, as to the exact date of the consummation; that is, the date on which the acts necessary to effect the assignment were completed.

Within thirty (30) days after the consummation of the assignment it will be necessary for you to submit an Ownership Report (FCC Form 323) reporting all changes as required by Section 73.3615 of the Rules. Where applicable, a separate Ownership Report should also be completed and submitted for any holding company (25% or greater ownership interest) of the licensee/permittee. Contractual information required by Section 73.3613 should be reported for the assignee in Item 6, page one of the Ownership Report and copies of each instrument should be submitted with the report. If this is an involuntary assignment that was the result of a death or court action, an Ownership Report must be filed to determine that all requirements of the Rules have been met and reported.

In the event the assignee is the licensee/permittee of another station and has a current Ownership Report on file, you may complete and file only page one of FCC Form 323 to reflect the acquisition of the station(s) listed above. FCC Form 323 is enclosed for your convenience in filing.

It is of the utmost importance that all Commission correspondence comes to the immediate attention of the permittee or licensee. Only one mailing address can be maintained for each station. Unless we hear from you to the contrary, the above address will be used as your permanent mailing address.

If the assignor has any applications pending before the Commission, these applications must be amended to reflect the name of the assignee. Upon consummation of the assignment, amendments to each application must be filed by the assignee, in triplicate, signed by the proper party (see Section 73.3513 of the Rules). Further processing of these applications will be withheld pending receipt of the amendment.

Enclosures
cc: Ownership

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

File No.(s): File No. BAL-891122EI

Class of station(s): AM

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT: <input type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM Melvoc, Inc.
	TO Lamoille Broadcasting and Communications General Partnership
Licensee/Permittee: (for transfer only)	

CALL SIGN(s)

STATION LOCATION(s)

AUXILIARY STATION(s) (for assignments only)

WLVC

Fort Kent, ME

ALL CURRENTLY AUTHORIZED AUXILIARY
SERVICES

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323 (Ownership Report), must be filed within 30 days after consummation, by the licensee/permittee or assignee.

ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated: February 6, 1990

FEDERAL
COMMUNICATIONS
COMMISSION



FCC 732
March 1983

Jimmy

MM/96-190

Please check for overlap of the 5mV/m contours of.

OK no day 5mV/m overlap
EL 11/6/90

WSJR-AM

Madawaska, Me

Freq. 1230 KHZ

47-21-07 N 68-18-21

1KW.

WLVC-AM

Fort Kent, Me.

250W class IV

Freq. 1340 KHZ

47-14-33 N 68-36-47

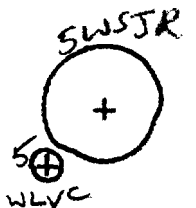
Thanks
Myrtle

Class IV

no nighttime
overlap problem
Ballis

OK Jim
2/6/90

DAY



444 99-190
Haste

ABACUS COMMUNICATIONS COMPANY

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 101

WASHINGTON, D.C. 20009-2001

(202) 462-3680

February 1, 1990

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

Dear Mr. Albers:

On November 22, 1989, the above referenced Applicant filed requests for authorization for assignment of its AM Radio station licenses for the above reference facilities. Attached are minor amendments from the Assignor and Assignee which supplement the information provided in those applications.

If you require further information or if there is anything I can do to help expedite a grant the requested authority, please contact the undersigned.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY: Benjamin Perez
Benjamin Perez, Its Attorney

Amendment:

Melvoc, Inc. amends its FCC form 315, file # 891122 EI, as follows:

1. Correct the telephone number to (207)-834-3975.
2. Assignor certifies that the Purchase Agreement for WSJR (AM) and WLVC (AM) will comply with section 73.1150 of the Rules requiring that the assignor may retain no right of reversion of the license.

I certify that the assignor's statements in this amendment are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed this 31st day of January, 1990.

Name of signatory Melvoc, Inc.

Signature: Michael P. Currier

Title: Michael P. Currier, President

AMENDMENT

LAMOILLE BROADCASTING AND COMMUNICATIONS GENERAL PARTNERSHIP
Amends its FCC Form 315, File No. 891122EI as follows:

1. The assignee certifies that upon reinstatement of expired construction permit, BP841224AV, that it will complete construction of the facility immediately.

2. Applicant certifies that the purchase agreement for WLVC (AM) and WSJR (AM) will comply with Section 73.1150 of the Rules, regarding the licensee retaining no rights to revision of the licenses once they have been reassigned.

I certify that the assignees statements in this Amendment are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Signed this 31st day of January 1990

Name of Assignee Lamoille Broadcasting and
Communications, General Partnership

Signature 

Title: Thomas B. Beardsley, General Partner

REC 96-190
Motel

ABACUS COMMUNICATIONS COMPANY

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 101

WASHINGTON, D.C. 20009-2001

(202)462-3680

January 26, 1990

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

Dear Mr. Albers:


On November 22, 1989, the above referenced Applicant filed requests for authorization for assignment of its AM Radio station licenses for the above reference facilities. Attached is a minor amendments which supplements the information provided in those applications.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY:


Benjamin Perez, Its Attorney

AMENDMENT

Melvoc, Inc. amends its FCC form 315, File No. 891122EI, Question 4, Exhibit I as follows:

Attached is a "Purchase Agreement" which supplements and effectuates the "Memorandum of Agreement" attached to my original application.

Question 6, Change the response from Exhibit No. "5" to "N/A". The Assignor owns no other broadcast properties. The referenced to "Exhibit No. 5" referred to the Assignee's other ownership interest.

I CERTIFY THAT THE ASSIGNOR'S STATEMENTS IN THIS AMENDMENT ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

SIGNED THIS 27TH DAY OF JANUARY, 1990.

NAME OF ASSIGNOR: Melvoc, Inc.

SIGNATURE: _____

TITLE: Micheal L. Currier, President

APPLICATION FOR EXTENSION OF BROADCAST CONSTRUCTION
PERMIT OR TO REPLACE EXPIRED CONSTRUCTION PERMIT
(CAREFULLY READ INSTRUCTIONS ON BACK BEFORE COMPLETING)

For Commission Use Only

File No.

1. Legal Name of Applicant (See instruction C)
Melvoc, Inc.

3. PURPOSE OF APPLICATION:

- ☐ a. Additional time to construct broadcast station
☒ b. Construction permit to replace expired permit

2. Mailing Address (Number, street, city, state, ZIP code)
P.O. Box C
Madawaska, ME 04756

4. IDENTIFICATION OF OUTSTANDING CONSTRUCTION PERMIT:

File Number
BP-841224AV

Call Letters
WLVC

Frequency
1340 Khz

Channel No.
N/A

Telephone No. (Include Area Code)
(207) 728-4000

Station Location
Fort Kent, Maine

5. OTHER:

Submit as Exhibit No. 1 a list of the file numbers of pending applications concerning this station, e.g., major or minor modifications, assignments, etc.

6. EXTENT OF CONSTRUCTION:

(a) Has equipment been delivered? ☒ YES ☒ NO
If NO, answer the following:

From Whom Ordered (If no order has been placed, so indicate)

No order placed.

(b) Has installation commenced? ☒ YES ☒ NO

If YES, submit as Exhibit No. N/A a description of the extent of installation and the date installation commenced.

Date Ordered
N/A

Date Delivery Promised
N/A

(c) Estimated date by which construction can be completed.
12/31/90

7. (a) If application is for extension of construction permit, submit as Exhibit No. N/A reason(s) why construction has not been completed.

(b) If application is to replace an expired construction permit, submit as Exhibit No. 1 the reason for not submitting a timely extension application, together with the reason(s) why construction was not completed during the period specified in the construction permit or subsequent extension(s).

Are the representations contained in the application for construction permit still true and correct?
If NO, give particulars in Exhibit No. N/A

☒ YES ☐ NO

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in the application.

CERTIFICATION

I certify that the statements in this application are true and correct to the best of my knowledge and belief, and are made in good faith.

Legal Name of Applicant
Melvoc, Inc.

Signature

Michael J. Sullivan

Title
President

Date

January 27, 1990

EXHIBIT I

Other pending applications concerning this station:

Assignment Application , FCC Form 315, 891122EI.

EXHIBIT II

The instant construction permit was issued to the station automatically pursuant to BC Docket No. 79-265 on January 5, 1985. Prior to expiration of the permit, on January 26, 1986, we determined that it was in the best interest of my family to sell this facility, because of the failing health of my father, who was principally responsible for the conduct of the family's radio broadcasting business. Following the death of my father, this facility was taken off the air pending identification of a buyer. Since the rest of the family was not involved in the operation of the facility, we failed to pursue details such as a timely request for an extension of the instant permit.

Since my family and I were in the process of selling this facility we did not pursue the construction authorized by the permit. A buyer for this facility has now been identified. An application for assignment of the license is currently pending. The buyer, Lamoille Broadcasting and Communications General Partnership, has indicated its desire to pursue the upgrade of the night time power of this facility, as authorized by the instant permit. The Assignee intends to incorporate the upgrade into its reconditioning of the facility prior to putting it back on the air. It would, therefore, be of great assistance to the Assignee and greatly accelerate expanded service to the public, if the instant permit could be reinstated promptly.

Given Moore courtesy copy for Myrtle Hastie
462-3680 *NNN 96-190*

ABACUS COMMUNICATIONS COMPANY

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 101

WASHINGTON, D.C. 20009-2001

(202)462-3680

January 26, 1990

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

Dear Mr. Albers:

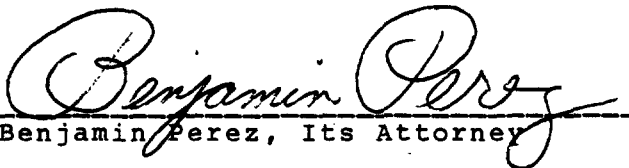
On November 22, 1989, the above referenced Applicant filed requests for authorization for assignment of its AM Radio station licenses for the above reference facilities. Attached is a minor amendments which supplements the information provided in those applications.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY:


Benjamin Perez, Its Attorney

AMENDMENT

Lamoille Broadcasting and Communications General Partnership hereby amends its FCC form 315, File No. 891122EI, Questions 7(e), Exhibit V to add the following statement:

Assignee's Morrisville, VT application was initially dismissed by the Commission because the FM Branch concluded that the site map contained a deficiency that allegedly resulted in the application not being in compliance with the Commission's "hard look" standard for the initial processing of FM application. Assignor filed a timely "Petition for Reconsideration" requesting reinstatement of it's application; which request is still pending.

I CERTIFY THAT THE ASSIGNEES STATEMENTS IN THIS AMENDMENT ARE TRUE, COMPLETE, AND CORRECT TO BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

NAME OF ASSIGNEE: Lamoille Broadcasting and Communications General Partnership

SIGNED AND DATED THIS 27TH DAY OF JANUARY, 1990.

SIGNATURE: 

TITLE: Thomas B. Beardsley, General Partner

PURCHASE AGREEMENT

This AGREEMENT made on this 17th day of January, 1990, by and between Melvoc, Inc. ("Seller") and Lamoille Broadcasting and Communications General Partnership ("Buyer").

WHEREAS, Seller is licensee, owner and operator of WLVC(AM), Fort Kent, Maine and WSJR(AM), Madawaska, Maine and desires to sell certain assets and assign its licenses to Buyer; and

WHEREAS, Buyer desires to acquire said assets and licenses, and

WHEREAS, the prior consent of the Federal Communications Commission ("Commission") must be obtained before the sale and assignment of licenses contemplated herein can be consummated.

1.1 Sale and Purchase of Assets. On the Closing, as defined in Paragraph 9.1, and subject to the conditions hereinafter set forth, Seller shall sell, assign, transfer and deliver to Buyer; and Buyer, subject to the terms hereof and in reliance on the warranties and representations of Seller herein, agrees to purchase from Seller, the following assets of Seller (hereinafter, "Assets"):

(a) Physical Assets. All buildings, studios, transmitting equipment, transmission towers, office furniture, fixtures, records and tape libraries and other tangible assets owned by Seller and used or useful in operation of the stations together with any replacement or additional thereto and less such items as may be consumed or deleted in the ordinary course of business prior to the Closing Date.